

REQUEST FOR PROPOSAL NO: **RFP NO. NIMH-00-IR-0003**

TITLE: **"NIMH Neuropathology Project"**

OMB #: 0990-0115

ISSUED BY: Bruce E. Anderson
Contracting Officer
National Institute of Mental Health
Contracts Management Branch
6001 Executive Blvd., Rm. 6107 (MSC 9603)
Rockville, MD 20892-9603

DATE ISSUED: Wednesday, April 5, 2000

PURCHASE AUTHORITY: Public Law 92-218 as amended

SMALL BUSINESS SET-ASIDE: No, SIC Code 8733

JUST IN TIME: No

OFFER EXPIRATION DATE: Offers will be valid for 120 days
unless a different period is specified by the Offeror

PROPOSAL DUE DATE: Wednesday, June 7, 2000

Dear Sirs:

The National Institute of Mental Health (NIMH) invites you to submit a proposal in accordance with the requirements and instructions of Request for Proposals (RFP) No. NIMH-00-IR-0003 "NIMH Neuropathology Project." Proposals are being solicited under Full and Open Competitive procedures.

It is expected that one (1) or more cost-reimbursement, completion contracts will be awarded on or before August 25, 2000, with a base period of two (2) years, and eight (8) 1-year option periods.

DEPENDING ON THE AVAILABILITY OF FUNDS, THE ABOVE OPTIONS MAY BE EXERCISED MULTIPLE TIMES; FOR PROPOSAL PURPOSES, THE OFFEROR MUST PROVIDE A BUDGET FOR THE BASE PERIOD AND ALL OPTIONS (10 YEARS).

The RFP does not commit the Government to pay costs for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual

who can legally commit the Government to the expenditure of public funds in connection with any acquisition action.

SPECIAL ATTENTION SHOULD BE DIRECTED TO THE TECHNICAL PROPOSAL INSTRUCTIONS AND BUSINESS PROPOSAL INSTRUCTIONS CONTAINED IN ATTACHMENT 4. Questions pertaining the Government's requirement or proposal preparation should be referred only to Bruce E. Anderson, Contracts Management Branch, NIMH, who may be contacted on (301) 443-2696 or 2234, fax (301) 443-0501, or email ba9i@nih.gov.

The documents included with this electronic RFP package are as follows:

- I. Streamlined RFP:
 - A. Statement of Work (SOW) (**Attachment 1**)
 - B. Deliverables and Reporting Requirements (**Attachment 2**)
 - C. Evaluation Factors for Award (**Attachment 3**)
- II. Standard RFP Instructions and Provisions (**Attachment 4**)
- III. Applicable RFP References (**Attachment 5**)

The attachments listed above represent all the necessary information required for the submission of a proposal for this acquisition.

Your proposal must be signed by an official authorized to contractually bind your organization and must indicate that it is valid for a period of at least 120 days. One (1) original and ten (10) copies of your technical proposal, and one (1) original and four (4) copies of your Business/Cost Proposal, must be received by the Contracting Officer NO LATER THAN 3:30 P.M., LOCAL PREVAILING TIME, ON WEDNESDAY, JUNE 7, 2000, at the following address:

If using overnight delivery service	If using U.S. Postal Service
Attn: Bruce E. Anderson Contracting Officer National Institute of Mental Health Contracts Management Branch 6001 Executive Blvd., Rm. 6107 (MSC 9603) Rockville, MD 20852 -9603	Attn: Bruce E. Anderson Contracting Officer National Institute of Mental Health Contracts Management Branch 6001 Executive Blvd., Rm. 6107 (MSC 9603) Rockville, MD 20892 -9603

If your proposal is not received by the Contracting Officer or designee at the place and time specified, then it will be considered late and handled in accordance with the PHS Clause 352.215-10 entitled "Late Proposals, Modifications of Proposals, and Withdrawals of Proposals."

In addition, you are reminded that the "Technical Proposal Cover Sheet" (see Attachment 5) must be completed in full detail and used as the cover sheet for each copy of your technical proposal. New policies require submission of more detailed information than what has been previously required. It is important that you list all professional personnel and organizations

named in the proposal who will have any role in the proposed work, including: staff of the primary organization (offeror), subcontractors, collaborating organizations, and consultants. Organizational affiliation(s) must be indicated for every person named. You may use additional sheets, as needed, following the format shown in the Technical Proposal Cover Sheet. This information will be used to ensure that there will be no conflicts of interest when selecting review committee members. Use the "Proposal Summary and Data Record, NIH-2043, as a cover for each copy of the business proposal.

Your attention is further directed to the "Proposal Intent Response Sheet" contained in Attachment 4. Please complete this form and return it to this office or notify me at the following Internet address: ba9i@nih.gov on or before May 6, 2000. This will allow us to expedite preparations for the peer review of proposals.

IF THERE ARE ANY AMENDMENTS TO THIS SOLICITATION, THEY WILL BE AVAILABLE ON THE INTERNET (NIMH HOME PAGE) AT: <http://www.nimh.nih.gov/grants/indexcon.htm>. Notification of solicitation amendments to this RFP will be provided to those who submit the Proposal Intent Response Sheet.

Questions concerning any areas of uncertainty which in your opinion require clarification or correction, must be furnished in writing, (Fax or email is also acceptable) to Bruce E. Anderson, and marked "Offeror's Questions, RFP No. NIMH-00-IR-0003 ". If you have any additional questions regarding this RFP, please contact me by email: ba9i@nih.gov by phone (301) 443-2696 or 2234, or by Fax at (301) 443-0501. Collect calls will not be accepted. ANY DISCUSSION OF THIS RFP WITH ANY INDIVIDUAL(S) OUTSIDE THE CONTRACTS MANAGEMENT BRANCH, NIMH, MAY RESULT IN DISQUALIFICATION OF THE OFFEROR AND REJECTION OF ANY PROPOSAL SUBMITTED.

Sincerely,

/s/

Bruce E. Anderson
Contracting Officer
Contracts Management Branch, ORM
National Institute of Mental Health, NIH

Attachments: 1-5

ATTACHMENT 1

RFP No. NIMH-00-IR-0003

I. STREAMLINED RFP**A. STATEMENT OF WORK****1. General**

This contract requires the contractor to provide the services outlined below, in accordance with a project work plan that describes the work to be accomplished to fulfill contract objectives.

All work done under this contract shall be under the general guidance and technical monitoring of the NIMH Government Project Officer (GPO) whose position is defined in Section G of this contract. Contact between the GPO and the Contractor may include frequent phone and e-mail contacts, faxing of information, and periodic meetings.

2. Specific Requirements

Independently, and not as an Agent of the Government, the Contractor shall furnish all the necessary labor, supplies, equipment, and services to perform the work described below:

a. Identify/Recommend Cases for Donation to the NIMH, NIH

At least on a daily basis, and as soon as possible upon receipt of the decedent, the Contractor's pathologist, working in conjunction with the locality's Medical Examiner's Officer, will review each particular case for potential donation under this contract, selecting those who have signed organ donor cards on their driver's license and others that may be of interest to the NIMH (e.g., those with a reasonable suspicion of a history of mental or neurological illness, particularly schizophrenia).

Promptly after receipt of a potential donation, the Contractor will call/contact the staff of the Neuropathology Section of the Clinical Brain Disorders Branch (CBDB) of the IRP, NIMH, NIH with the following information at hand: 1) the general background about the individual/case; 2) whether the individual had signed an organ donor card, and 3) the name of the deceased and the next of kin, along with the next of kin's telephone number.

[NOTE 1 TO THE OFFEROR: It is the objective of the Government to obtain a minimum of 30 brains (per year) per awarded site, comprised of normal subjects and those with a reasonable suspicion of a history of mental or neurological illness, particularly schizophrenia; where possible, selected cases should also be of varied race, ethnicity, gender, and age. The offeror should indicate the estimated number of specimens they can supply (and the type, to the extent feasible)].

The Government will evaluate proposals in accordance with the stated evaluation criteria in this solicitation. Both the number of specimens that an offeror can provide and its

location will be considered in making awards. Generally, the more specimens an offeror can provide the better; and, a local Contractor is considered more advantageous than a more distant Contractor, due to the logistical problems of shipping/receiving human material and getting access to medical records. The offeror should discuss both the number of specimens it can furnish and their location in relation to the NIMH, for performance of this Contract. See Evaluation Criteria for more detail.]

b. NIMH To Obtain Consent

The CBDB staff will contact the next of kin as designated by the Medical Examiners' Office, and attempt to obtain telephone consent (followed by a written consent form) for the donation of brain and skull contents (including dura, pituitary, pineal, and upper cervical spinal cord), blood, and hair samples to the NIMH. In addition, they will solicit the release of medical records where indicated.

c. Extract and Process the Sample

Having obtained consent, the CBDB staff will then contact the Contractor's pathologist, who will perform the following service based on an NIMH-developed protocol:

[NOTE 2 TO THE OFFEROR: The Contractor shall begin the extraction promptly upon notification of approval from the NIMH; whenever possible, the process should begin within 24 hours of death; unless approved by the Government Project Officer, material extracted beyond 48 hours cannot be accepted for donation].

Protocol

- (1) Extract the brain, a full-length hair sample with a small piece of contiguous scalp, and four 10 cc tubes of blood. All of this material will be processed as described below, and provided to the NIMH under this contract.
- (2) The blood will be collected in Vacutainer tubes (2 gray tops and 2 red tops) . Both red top tubes will be centrifuged and the serum separated before refrigerating the blood.
- (3) The brain will be externally examined, weighed, and photographed.
- (4) The brainstem and cerebellum will be separated from the forebrain for separate handling.
- (5) The forebrain will be sliced into 1.5 cm thick coronal slabs, from frontal pole to occiput. Each slab will be examined for signs of macroscopic pathology, and if any are seen an appropriate subregion will be dissected out for microscopy (by the NIMH) .
- (6) In addition, a small piece of frontal pole, temporal pole, and cerebellar hemisphere will be set aside for microscopic neuropathological evaluation (by the NIMH).

- (7) Each slab from one hemisphere will be frozen on a glass plate submerged in a slurry of dry ice and isopentane, while the other half will be sectioned at about 0.5 cm. The frozen slabs will be individually placed in labeled zip lock bags and placed in a marked box. The thinly sliced hemisphere will be post-fixed for 48 hours, cryoprotected by immersion in a series of graded sucrose solutions, then placed in an antifreeze solution in marked plastic containers. The pathologist will alternate right and left hemispheres for freezing or cryoprotection, keeping careful notes.
- (8) The frozen brain slabs and hair sample will be stored at -80 C. and the cryoprotected brains at -30 C. until staff from the CBDB retrieve them, or they are shipped to the NIMH for inclusion into the CBDB tissue collection. The blood samples, also carefully labeled, will be stored at +4 C. until retrieval/shipping.
- (9) The pathologist will prepare a written report on the macroscopic pathological findings on each case, using the format of the Medical Examiner's Office. The Neuropathology Section of the CBDB, NIMH will provide the Medical Examiner's Office with a written neuropathological report of the microscopic analyses from each case.

[NOTE 3 TO OFFEROR: The Contractor should possess sufficient freezer space (at -80 C, -30 C, and +4 C) to perform the protocol; the Government may provide such equipment, if not already available; in addition, the Government will supply the Contractor with zip lock bags, dissection tools, cryoprotection solution, and shipping containers (if needed)]

d. Transfer of Samples to the NIMH

The NIMH will generally retrieve the brain and blood samples on a daily basis from Contractors located in the Washington, D.C. vicinity. Where this is not practicable for Contractor's located outside of the local area, specimens will be shipped by the Contractor to the NIMH for receipt no later than seven (7) calendar days from extraction.

Delivery shall be scheduled for weekdays, 8:00 AM through 5:00 PM. Shipping will be handled by an overnight delivery service acceptable to the Government. Prior to shipping, the NIMH shall be contacted with details about the shipment, including the tracking number. Specimens for shipping shall be properly prepared/packaged in accordance with all Federal, State and local regulations.

e. Forward Relevant Case Information

The Contractor will be responsible for promptly forwarding to the CBDB any relevant information such as police and autopsy reports on donated cases from the Medical Examiner's Office, in order to allow optimal characterization of the specimen.

f. Review of Performance During the Contract

In accordance with FAR 42.15, the Government will periodically evaluate the performance of the Contractor with respect to the contract objectives, measuring the following four (4) criteria on a 0 - 5 point scale (0 = unsatisfactory; 1 = poor; 2 = fair; 3 = good; 4 = excellent, and 5 = outstanding):

- 1) Quality of the Product or Service
- 2) Cost Control
- 3) Timeliness of Performance
- 4) Business Relations.

Contractors with a higher quality of performance, as compared to the objectives in the Statement of Work, will receive higher ratings; this information may be used to evaluate whether any/all options will be exercised by the Government.

ATTACHMENT 2

RFP No. NIMH-00-IR-0003

B. DELIVERABLES, REPORTING REQUIREMENTS/PERFORMANCE**1. PERFORMANCE PERIOD**

Performance of this contract shall begin on (effective date of contract) and shall not extend beyond the estimated completion date, unless the contract is extended by modification to the contract.

OPTIONS

Unless the Government exercises its option pursuant to the Option Clause set forth below, the contract will consist only of Years 1 and 2. Pursuant to clause 52.217- 9 set forth below, the Government may, by unilateral contract modification, require the Contractor to perform additional Year(s) of the Statement of Work. If the Government exercises this option, notice must be given at least 60 days prior to the expiration date of this contract, and the estimated cost of the contract will be increased as set forth in Article B.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

2. PERFORMANCE

Satisfactory performance of the final contract shall be deemed to occur upon delivery and acceptance by the Contracting Officer, or the duly authorized representative, of the following items in accordance with the stated delivery schedule:

Items To Be Delivered

(1) Brain Tissues – processed in accordance with the protocol in the Statement of Work

- (2) Macroscopic Reports – should describe the weight and general appearance of the brain, dura, blood vessels, pineal gland, and pituitary, following standard autopsy pathology protocols.
- (3) Copy of police reports, death certificates, toxicology reports, medical records
- (4) Annual Reports – a chart summary of cases sent to the NIMH (format to be determined)
- (5) Final Report – a cumulative summary of annual reports (format to be determined)

3. DELIVERY SCHEDULE

After the contract award date, the contractor shall deliver the following items to the GPO in accordance with the stated delivery schedule as set forth below:

ITEM/DESCRIPTION	QUANTITY	DUE DATE
Brain Tissues	1	Shipped for receipt within 7 calendar days from extraction; or, provide for daily pickup by the NIMH from 8AM-5:00 PM
Macroscopic Report	2	within 7 calendar days of autopsy
Police reports, death certificates, toxicology reports, medical records,	2	within 30 calendar days of autopsy
Annual Reports	3	Within 15 calendar days following the end of each contract year (2 hard copies & 1 electronic copy)
Final Report	3	By contract completion date (2 hard copies & 1 electronic copy)

- 1) The items/reports identified shall be addressed and delivered to the GPO in the quantities stated; in lieu of 2 hardcopies, the reports above may be submitted electronically, if acceptable to the GPO.
- 2) In addition to 2 copies to the GPO, one (1) copy of each Annual progress report and one (1) copy of the Final report shall be delivered to the CO by the specified delivery date; these can be either in hardcopy, or an electronic copy via E-mail.

4. FAR CLAUSES

In addition, the following FAR Clauses apply to this contract and is incorporated by reference with the same force and effect as is set forth in the full text.

FAR CLAUSE

TITLE AND DATE

- 1. 52.242.15 Stop Work Order (August 1989), Alternate I (April 1984)
- 2. 52.246-8 Inspection of Research and Development - Cost Reimbursement (April 1984).

ATTACHMENT 3

RFP No. NIMH-00-IR-0003

C. EVALUATION FACTORS FOR AWARD**1. GENERAL**

Selection of an offeror for contract award will be based on an evaluation of proposals against three (3) factors. The factors, in order of importance are: technical, cost and small disadvantaged business participation (SDBP). Although technical factors are of paramount consideration in the award of the contract, both SDBP and cost/price are also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

Offerors are advised that award will be made to that offeror whose proposal provides the best overall value to the Government.

The evaluation will be based on the demonstrated capabilities of the offerors in relation to the needs of the project as set forth in the RFP. The merit of each proposal will be evaluated carefully. Each proposal must document the feasibility of successful implementation of the requirements of the RFP. Offerors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. Failure to provide the information required to evaluate the proposal may result in rejection of that proposal without further consideration. Proposals which merely offer to conduct a project in accordance with the requirements of the Government's scope of work will be considered non-responsive to this request and will not be considered further. The offeror must submit an explanation of the technical approach and a detailed description of the tasks to be performed to achieve the project objectives.

While high competency is sought, capabilities that exceed those needed for successful performance of the contract work/statement are not requested. In the event that the technical evaluation reveals that multiple offerors are approximately equal in technical ability, then the estimated cost of performance will become paramount. Proposals are intended to be evaluated and award made after discussions with offerors, but an award may be made without discussions with offerors.

2. TECHNICAL EVALUATION CRITERIA AND ASSIGNED WEIGHTS

Proposals submitted in response to this RFP will be judged solely on the written material provided by the offeror. The maximum score for a proposal is 100. Proposals will be evaluated based on the following factors:

The evaluation factors and assigned weights, which will be used in the technical review of proposals, are:

Evaluation Criteria**Weights (points)**

a. Technical Approach/General Considerations**40**

The adequacy of the technical approach and methodology to achieve the project objectives, including a discussion of potential problems and proposed solutions.

The summary should present the proposed technical approach and convincing evidence that the contractor is capable of performing the required services. The plan should provide a discussion of the issues involved in identifying potential donors and the organizational expertise required for the extraction of pathological samples.

Specifically the Offeror should:

- (1) demonstrate a thorough understanding of the objectives of this contract;
- (2) have direct access to the required pathological materials via a municipal Medical Examiners Office;
- (3) offer evidence that they can identify and provide cases of interest to the NIMH, particularly decedents with schizophrenia;
- (4) have the ability to provide medical records associated with cases;
- (5) demonstrate an understanding of the NIMH protocol outlined in the Statement of Work, with experience using a similar/comparable extraction procedure;
- (6) have an adequate plan for interacting with and coordinating/communicating with the NIMH staff;
- (7) provide evidence of current approval from the appropriate Governmental body(ies) that sanction the extraction, processing, and donation of human organs;
- (8) provide evidence that any required permits, licenses, etc., are in place; and,
- (9) provide evidence that appropriate laboratory space, facilities and equipment are present to accomplish the contract objectives.

b. Personnel**40**

Demonstrate the qualifications, availability, and experience of professional and technical personnel to perform the tasks of this contract, as evidenced by resumes, publications, and discussion.

c. Estimated number of samples to be provided and proximity to the NIMH**20**

The objectives of this contract are: to obtain at least 30 samples per site (per year) of interest to the NIMH and transferred as quickly as possible to the NIMH along with copies of the medical records.

Therefore, both the number of samples to be provided of interest to the NIMH, and the offeror's location will be evaluated. The Offeror should discuss both of these criteria as they relate to fulfillment the contract objectives.

Generally, an Offeror proposing to supply more than 30 samples is seen as a more valuable resource than an Offeror proposing to supply the minimum number of specimens. Also, an offeror located within easy driving distance of the NIMH is seen as more desirable because of shortened sample relocation time, less logistical problems with transfer of the samples, and better chances of access to the medical records of the decedent. If the Offeror's location is beyond feasible driving distances, the proposal should discuss plans to minimize sample relocation time and plans to provide access to medical records. The timing and logistics of shipping the samples should also be discussed.

TOTAL POINTS

100 Points

5. HUBZone Small Business Concerns

Offers from Qualified HUBZone firms:

Small Business offerors located in underutilized business zones, called "HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>.

6. Notice Of Price Evaluation Adjustment For Small Disadvantaged Business Concerns

Offers from Small Disadvantaged Business firms:

In accordance with FAR Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, incorporated in Attachment 5, RFP References, offerors will be evaluated by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment. (Note: A listing of other offerors who are excepted and will not have this evaluation factor added to their offer may be found in subparagraph (b) of FAR Clause 52.219-23, which can be found on-line at <http://www.arnet.gov/far/>

A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of FAR Clause 52.219-23 do not apply to offerors that waive the adjustment.

AN OFFEROR WHO ELECTS TO WAIVE THIS EVALUATION ADJUSTMENT MUST SPECIFICALLY INDICATE WITH A STATEMENT TO THIS EFFECT ON THE COVER PAGE OF ITS BUSINESS PROPOSAL.

7. Small Disadvantaged Business Participation Factor (Subjective Assessment)

Offers from Other than Small or Small Disadvantaged Business firms:

Evaluation of the Offeror's Small Disadvantaged Business Participation Plan will be based on information obtained from the plan provided by the offeror (with their business proposal), the realism of the proposal, other relevant information obtained from named SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

Evaluation of SDB Participation Plans will be a subjective assessment based on a consideration of all relevant facts and circumstances. The government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor. The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive a more favorable evaluation than another, whose record is acceptable, even though both may have acceptable technical proposals.

SDB Participation will NOT be scored, but the Government's conclusions about overall commitment and realism of the offeror's SDB participation Plan will be influential in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

ATTACHMENT 4

RFP No. NIMH-00-IR-0003

II. STANDARD RFP INSTRUCTIONS AND PROVISIONS**GENERAL INFORMATION**

- A. INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION, FAR Clause 52.215-1 (October 1997)
- B. SIC CODE AND SIZE STANDARD
- C. TYPE OF CONTRACT AND NUMBER OF AWARDS
- D. COMMITMENT OF PUBLIC FUNDS
- E. COMMUNICATIONS PRIOR TO CONTRACT AWARD
- F. RELEASE OF INFORMATION
- G. COMPARATIVE IMPORTANCE OF PROPOSALS
- H. PREPARATION COSTS
- I. SERVICE OF PROTEST
- J. PROJECT OFFICER
- K. SAFETY AND HEALTH

INSTRUCTIONS TO OFFERORS**L. GENERAL INSTRUCTIONS**

- 1. Contract Clauses
- 2. Authorized Official and Submission of Proposal
- 3. Proposal Summary and Data Record (NIH-2043)
- 4. Separation of Technical and Business Proposals
- 5. Alternate Proposals
- 6. Confidentiality of Proposals
- 7. Evaluation of Proposals
- 8. Potential Award Without Discussions
- 9. Use of the Metric System of Measurement
- 10. Privacy Act
- 11. Selection of Offerors
- 12. Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
- 13. Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)
- 14. Salary Rate Limitation Information for Offerors
- 15. Institutional Responsibility Regarding Conflicting Interests of Investigators
- 16. Institutional Management of Conflicting Interests
- 17. ROTC Access and Federal Military Recruiting on Campus
- 18. Solicitation Provisions Incorporated by Reference, FAR 52.252-1

(February 1998)

- 19. Small Disadvantaged Business Participation Plan
- 20. HUBZone Small Business Concerns

M. TECHNICAL PROPOSAL INSTRUCTIONS

- 1. Technical Proposal
 - a. Personnel
 - b. Statement of Work
 - c. Facilities and Resources
 - d. Other Considerations
 - e. Summary of Related Activities
 - f. Technical Proposal Cost Information
 - g. Technical Evaluation
 - h. Additional Technical Proposal Information

N. BUSINESS PROPOSAL INSTRUCTIONS

- 1. Basic Cost/Price Information
 - 2. Cost and Pricing Data
 - 3. Qualifications of the Offeror
 - 4. Property, Equipment, Facilities
 - 5. Royalties
 - 6. Submission of Electronic Funds Transfer Information with Offer,
FAR Clause 52.232-38 (MAY 1999)
 - 7. Financial Capacity
 - 8. Incremental Funding
 - 9. Subcontractors
 - 10. Representations and Certifications
 - 11. Travel Policy and Annual Report
-

GENERAL INFORMATION

A. 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION.

As prescribed in 15.209(a), insert the following provision:

Instructions to Offerors--Competitive Acquisition (Feb 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date: Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(f) Contract award.

The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

The Government may reject any or all proposals if such action is in the Government's interest.

The Government may waive informalities and minor irregularities in proposals received.

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

B. SIC CODE AND SIZE STANDARD

Note: The following information is to be used by the offeror in preparing its Representations and Certifications, specifically in completing the provision entitled, SMALL BUSINESS PROGRAM REPRESENTATION (OCTOBER 1998), FAR Clause 52.219-1.

1. The standard industrial classification (SIC) code for this acquisition is 8733.
2. The small business size standard is \$5 Million.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in every solicitation (except for foreign acquisitions), the inclusion of the Standard Industrial Classification (SIC) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

C. TYPE OF CONTRACT AND NUMBER OF AWARD(S)

It is anticipated that one (1) or more cost-reimbursement, completion type award will be made from this solicitation and that the award will be made on/about August 25, 2000.

D. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

E. COMMUNICATIONS PRIOR TO CONTRACT AWARD

Offerors shall direct all communications to the attention of the Contract Specialist or Contracting Officer cited on the face page of this RFP. Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

F. RELEASE OF INFORMATION

Contract selection and award information will be disclosed to offerors in accordance with regulations applicable to negotiated acquisition. Prompt written notice will be given to unsuccessful offerors as they are eliminated from the competition, and to all offerors following award.

G. COMPARATIVE IMPORTANCE OF PROPOSALS

You are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. However, the Government reserves the right to make an award to the best advantage of the Government, cost and other factors considered.

H. PREPARATION COSTS

This RFP does not commit the Government to pay for the preparation and submission of a proposal.

I. SERVICE OF PROTEST (AUGUST 1996) – FAR 52.233-2

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

If hand-delivered or delivery service

National Institute of Mental Health
Contracts Management Branch
Attn: Contracting Officer
6001 Executive Boulevard
Room 6S-6107, MSC 9603
Rockville, Maryland 20852

If using U.S. Postal Service

National Institute of Mental Health
Contracts Management Branch
Attn: Contracting Officer
6001 Executive Boulevard,
Room 6S-6107, MSC 9603
Bethesda, Maryland 20892-9603

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

J. PROJECT OFFICER

The following Project Officer(s) will represent the Government for the purpose of this contract:

[To be specified prior to award]

The Project Officer is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing

technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

K. SAFETY AND HEALTH DEVIATION PHS 352.223-70 (AUG 1997)

- a. To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under the contract. These laws are implemented and/or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration, and other agencies at the Federal, State, and local levels (Federal, State and local regulatory/enforcement agencies.)
- b. Further, the Contractor shall take or cause to be taken such additional safety measures as the Contracting Officer, in conjunction with the project or other appropriate officers, determines to be reasonably necessary. If compliance with such additional safety measures results in an increase or decrease in the cost or time required of performance of any part of work under this contract, an equitable adjustment will be made in accordance with the applicable "Changes" Clause as set forth in the contract.
- c. The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; and/or damage to property incidental to work performed under the contract and all violations for which the Contractor has been cited by any Federal, State, or local regulatory/enforcement agency. The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
- d. If the Contractor fails or refuses to comply promptly with the Federal, State, or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall be subject to a claim for extension of time or costs or damages by the Contractor.

- e. The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or hazardous operations. Compliance with the provisions of this clause by subcontractors will be the responsibility of the Contractor.

INSTRUCTIONS TO OFFERORS

L. GENERAL INSTRUCTIONS

Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions. Also, please note that the technical proposal must be organized and presented in accordance with the "Technical Proposal Instructions".

Note: It is required that all Information Technology related procurements be Year 2000 compliant.

1. Contract Clauses

Any resultant contract shall include the clauses applicable to the selected offeror's organization and type of contract awarded as required by Public Law, Executive Order, or acquisition regulations in effect at the time of execution of the proposed contract.

2. Authorized Official and Submission of Proposal

The proposal must be signed by an official authorized to bind your organization and must stipulate that it is predicated upon all the terms and conditions of this RFP. Your proposal shall be submitted in the number of copies, to the address in the attached solicitation cover letter, and marked as indicated below. Proposals will be typewritten, paginated, reproduced on letter size paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:

a. TECHNICAL PROPOSAL COVER SHEET

Include RFP number, title, name of organization, name of Principal Investigator, names of other offeror key personnel, name of any subcontractor(s) and their proposed Principal Investigator(s), names of any collaborators or consultants, and indicate whether the proposal is an original or a copy.

b. TECHNICAL PROPOSAL

Format and organization of the technical proposal must follow the Table of Contents identified in the RFP, and must include the information requested in the Technical

Proposal Instructions (below) and as otherwise specified in the RFP and REFERENCES. All pages of the technical proposal must be numbered sequentially and these numbers must be consistent with the information outlined in the technical proposal table of contents (see [Attachment 5](#)).

c. BUSINESS PROPOSAL

It is recommended that the business proposal consist of a cover page, a table of contents, and the information requested in the Business Proposal Instructions (below) and as otherwise specified in the APPLICABLE RFP REFERENCES (See [Attachment 5](#)).

3. Proposal Summary and Data Record (NIH-2043)

The Offeror must submit with the business proposal a completed Form NIH-2043 (PDF version), with particular attention to the length of time the proposal is firm and the designation of those personnel authorized to conduct negotiations (See [Attachment 5](#)).

4. Separation of Technical and Business Proposals

The proposal must be prepared in two parts: a "Technical Proposal" and a "Business Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal must include direct resource information, such as labor-hours and categories. The technical proposal should not include pricing data relating to individual salary information, indirect cost rates or amounts, fee amounts (if any), and total costs. The technical proposal should disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

5. Alternate Proposals

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified in the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the Government. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

6. Confidentiality of Proposals -- HHSAR 352.215-12, Restriction on Disclosure and Use of Data

The proposal submitted in response to this request for proposals may contain data (trade secrets; business data, e.g., commercial information, financial information, and cost and pricing data; and technical data) which the offeror, including its prospective subcontractor(s), does not want used or disclosed for any purpose other than for evaluation of the proposal. The use and disclosure of any data may be so restricted; provided, that the Government determines that the data is not required to be disclosed under the Freedom of Information Act, 5 U.S.C. 552, as amended, and the offeror marks the cover sheet of the proposal with the following legend, specifying the

particular portions of the proposal which are to be restricted in accordance with the conditions of the legend.

The Government's determination to withhold or disclose a record will be based upon the particular circumstances involving the record in question and whether the record may be exempted from disclosure under the Freedom of Information Act.

Unless disclosure is required by the Freedom of Information Act, 5 U.S.C. 552, as amended, (the Act) as determined by Freedom of Information (FOI) Officials of the Department of Health and Human Services, data contained in the portions of this proposal which have been specifically identified by page number, paragraph, etc. by the offeror as containing restricted information shall not be used or disclosed except for evaluation purposes.

The offeror acknowledges that the Department may not be able to withhold a record (data, document, etc.) nor deny access to a record requested pursuant to the Act, and that the Department's FOI officials must make that determination. The offeror hereby agrees that the Government is not liable for disclosure if the Department has determined that disclosure is required by the Act.

If a contract is awarded to the offeror as a result of, or in connection with, the submission of this proposal, the Government shall have the right to use or disclose the data to the extent provided in the contract. Proposals not resulting in a contract remain subject to the Act.

The offeror also agrees that the Government is not liable for disclosure or use of unmarked data and may use or disclose the data for any purpose, including the release of the information pursuant to requests under the Act.

The data subject to this restriction are contained in pages (insert page numbers, paragraph designations, etc. or other identification).

In addition, the offeror should mark each page of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this page is subject to the restriction on the cover sheet of this proposal."

NOTE: Offerors are cautioned that proposals submitted with the restrictive legends or statements differing in substance from the above legend may not be considered for award. The Government reserves the right to reject any proposal submitted with a nonconforming legend.

7. Evaluation of Proposals

The Government will evaluate technical proposals in accordance with the criteria set forth in the Technical Evaluation Criteria of each specific Streamlined Technical RFP. Cost and past performance will be addressed in each specific RFP, either as specific Technical Evaluation Criteria or by indicating what their relative importance and roles are. If past performance is not

addressed, then it has been determined by the Contracting Officer that past performance does not apply to this R & D solicitation as a separate evaluation factor.

8. Potential Award Without Discussions

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

9. Use of the Metric System of Measurement

It is the policy of the Department of Health and Human Services to support the Federal transition to the metric system and to use the metric system of measurement in all procurements, grants, and other business related activities unless such use is impracticable or is likely to cause significant inefficiencies. The offeror is encouraged to prepare their proposal using either "Hard Metric," "Soft Metric," or "Dual Systems" of measurement.

The following definitions are provided for your information:

Hard Metric - The replacement of a standard inch-pound size with an accepted metric size for a particular purpose. An example of size substitution might be: selling or packaging liquids by the liter instead of by the pint or quart (as for soft drinks), or instead of by the gallon (as for gasoline).

Soft Metric - The result of a mathematical conversion of inch-pound measurements to metric equivalents for a particular purpose. The physical characteristics are not changed.

Dual Systems - The use of both inch-pound and metric systems. For example, an item is designed, produced, and described in inch-pound values with soft metric values also shown for information or comparison purposes.

10. Privacy Act

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose or purposes for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFP pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and, as applicable, P.L. 92-218 or 95-83, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH contracting programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- (i) to the cognizant audit agency and the General Accounting Office for auditing.
- (ii) to the Department of Justice as required for litigation.
- (iii) to respond to congressional inquiries.
- (iv) to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

11. Selection of Offerors

- a. The acceptability of the scientific and technical portion of each research contract proposal will be evaluated by a technical review committee. They will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a cost and price analysis, management analysis, etc.
- c. If award will be made without conducting discussions, offerors may be given the opportunity to clarify certain aspects of their proposal (e.g., the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.
- d. If the Government intends to conduct discussions prior to awarding a contract, the Contracting Officer will, in concert with program staff, decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range. While it is NIH's policy to conduct discussions with all offerors in the competitive range, NIH reserves the right, in special circumstances, to limit the number of proposals included in the competitive range to the greatest number that will permit an efficient competition. All aspects of the proposals are subject to discussions, including

cost, technical approach, past performance, and contractual terms and conditions. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a written Final Proposal Revision (FPR) with the reservation of the right to conduct limited negotiations after Final Proposal Revisions (FPRs) in accordance with HHSAR 15.351.670.

e. Best Value Analysis. Although technical is paramount on this R & D acquisition, a final best-value analysis may be performed, taking into consideration the results of the technical evaluation, cost and past performance analyses, and ability to complete the work within the Government's required schedule, as appropriate. The Government reserves the right to make an award to the best advantage of the Government, all factors considered.

f. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP. In addition, the RFP may be amended or canceled as necessary to meet Government requirements. Synopses of awards exceeding \$25,000 and offering subcontracting opportunities will be published in the Commerce Business Daily.

12. Small, Small Disadvantaged, HUBZone and Women-Owned Small Business Subcontracting Plan

If the proposed contract exceeds a total estimated cost of \$500,000 for the entire period of performance, the offeror shall be required to submit an acceptable subcontracting plan in accordance with the terms of the clause entitled "Small, Small Disadvantaged, HUBzone and Women-Owned Small Business Model Subcontracting Plan," FAR Clause No. 52.219-9, incorporated herein by reference in the Solicitation.

a. THIS PROVISION DOES NOT APPLY TO SMALL BUSINESS CONCERNS.

b. The term "subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

c. The offeror understands that:

1. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer; the plan will be incorporated into the contract, as a material part thereof.

2. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.

3. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for an award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.

4. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

5. It is the offeror's responsibility to develop a satisfactory subcontracting plan with respect to small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns and that each such aspect of the offeror's plan will be judged independent of the other.

6. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government's Contracting Officer or as otherwise directed, with a copy to the prime Contractor's designated small and disadvantaged business liaison.

d. Each plan must contain the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of Small, small disadvantaged, women-owned and HUBZone small business concerns as subcontractors.

2. A statement of total dollars planned to be subcontracted. A statement of total dollars to be subcontracted to each of the following type of small business concerns: Small, Small Disadvantaged, Women-Owned, and HUBZone Small Businesses.

3. A description of the principal types of supplies and services to be subcontracted with an identification of which supplies and services are expected to be subcontracted to small, small disadvantaged, women-owned and/or HUBZone small business concerns.

4. A description of the method used to develop the subcontracting goals.

5. A description of the method used to identify potential sources for solicitation purposes.

6. A statement as to whether or not indirect costs were included in establishing subcontracting goals. If they were, a description of the method used to determine the proportionate share of indirect costs to be incurred with small, small disadvantaged, women-owned and HUBZone small business concerns.

7. The name of the individual employed by the offeror who will administer the offeror's subcontracting program and a description of his/her duties.

8. A description of the efforts the offeror will make to assure that small, small disadvantaged and women-owned small business concerns have an equitable chance to compete for subcontracts.

9. Assurances that the offeror will include in all subcontracts the contract clause "Utilization of Small, Small Disadvantaged, Women-Owned and HUBZone Small business Concerns." Assure that all subcontractors, other than small businesses, in excess of \$500,000 adopt a plan similar to the plan agreed upon by the offeror.

10. Assurances that the offeror (and any required subcontractors) will cooperate in studies or surveys as required and submit required reports (SF 294 and SF 295) to the Government.

11. List the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirement and goals in the plan, including establishing source lists. Also, the offeror shall describe its efforts to locate small, small disadvantaged, women-owned and HUBZone small business concerns and award subcontracts to them.

For additional information about each of the above elements required to be contained the subcontracting plan, see FAR Clause 52.219-9, Small Business Subcontracting Plan. A Sample Subcontracting Plan is contained in the FORMS, FORMATS AND ATTACHMENTS section of this website. Please refer to the instructions in your RFP to determine when (and if) submission of this plan is required.

13. Reimbursement of Costs for Independent Research and Development Projects (Commercial Organizations Only)

The primary purpose of the Public Health Service (PHS) is to support and advance independent research within the scientific community. This support is provided in the form of contracts and grants totaling approximately 7 billion dollars annually. PHS has established effective, time tested and well recognized and accepted procedures for stimulating and supporting this independent research by selecting from multitudes of proposals those research projects most worthy of support within the constraints of its appropriations. The reimbursement of independent research and development costs not incidental to product improvement, through the indirect cost mechanism, would circumvent this competitive process.

To ensure that all research and development projects receive similar and equal consideration, all offerors may compete for direct funding for independent research and development projects they consider worthy of support by submitting those projects to the appropriate Public Health Service grant and/or contract office for review. Since these projects may be submitted for direct funding, the successful offeror agrees that no costs for any independent research and development project,

including applicable indirect costs, will be claimed under any contract resulting from this solicitation.

14. Salary Rate Limitation Information for Offerors (Not applicable to Intramural Programs at the NIH)

Offerors are advised that pursuant to Public Law, no NIH funds may be used to pay the direct salary of an individual through any contract awarded as a result of this solicitation at a rate in excess of that specified in the Public Law setting forth such limitations. The applicable Public Law number, the fiscal year to which it applies, and the dollar amount of the salary rate limitation may be obtained from the Contracting Officer identified in each specific RFP, if this information is not included in a specific RFP.

Direct salary is considered to be exclusive of Overhead, Fringe Benefits and General and Administrative expenses. This does not preclude the offeror from absorbing that portion of an employee's salary (plus the dollar amount for fringe benefits and associated indirect costs) that exceeds the rate specified. Multi-year contracts awarded pursuant to this solicitation may be subject to unilateral modifications by the Government if an individual's salary exceeds any salary rate ceiling established in future appropriations acts. The applicable salary rate limit also applies to individuals proposed under subcontracts.

15. Institutional Responsibility Regarding Conflicting Interests of Investigators

EACH INSTITUTION MUST:

- a. Maintain an appropriate written, enforced policy on conflict of interest that complies with 42 CFR Part 50 Subpart F and/or 45 CFR Part 94 as appropriate and inform each investigator of the Institution's policy, the Investigator's reporting responsibilities, and the applicable regulations. If the Institution carries out the NIH funded research through subgrantees, contractors or collaborators, the Institution must take reasonable steps to ensure that Investigators working for such entities comply with the regulations, either by requiring those investigators to comply with the Institution's policy or by requiring the entities to provide assurances to the Institution that will enable the Institution to comply with the regulations.
- b. Designate an Institutional official(s) to solicit and review financial disclosure statements from each Investigator who is planning to participate in NIH-funded research.
- c. Require that by the time an application/proposal is submitted to the NIH each investigator who is planning to participate in the NIH-funded research has submitted to the designated official(s) a listing of his/her known Significant Financial Interests (and those of his/her spouse and dependent children): (i) that would reasonably appear to be affected by the research for which the NIH funding is sought; and (ii) in entities whose financial interests would reasonably appear to be affected by the research. All financial disclosures must be updated during the period of the award, either on an annual basis or as new reportable Significant Financial Interests are obtained.

d. Provide guidelines consistent with the regulations for the designated official(s) to identify conflicting interests and take such actions as necessary to ensure that such conflicting interests will be managed, reduced, or eliminated.

e. Maintain records, identifiable to each award, of all financial disclosures and all actions taken by the institution with respect to each conflicting interest for:

(1) in the case of grants, at least three years from the date of submission of the final expenditures report or, where applicable, from other dates specified in 45 CFR Part 74.53(b) and;

(2) in the case of contracts, 3 years after final payment or, where applicable, for the other time period specified in 48 CFR Part 4 Subpart 4.7, Contract Records Retention.

f. Establish adequate enforcement mechanisms and provide for sanctions where appropriate.

g. Certify, in each application/proposal for funding to which the regulations applies, that:

(i) there is in effect at the Institution a written and enforced administrative process to identify and manage, reduce or eliminate conflicting interests with respect to all research projects for which funding is sought from the NIH;

(ii) prior to the Institution's expenditure of any funds under the award, the Institution will report to the awarding component the existence of a conflicting interest (but not the nature of the interest or other details) found by the Institution and assure that the interest has been managed, reduced or eliminated in accord with the regulations; and for any interest that the Institution identifies as conflicting subsequent to the expenditure of funds after award, the report will be made and the conflicting interest managed, reduced, or eliminated, at least on a temporary basis within sixty days of that identification;

(iii) the Institution agrees to make information available, upon request, to the awarding component regarding all conflicting interests identified by the Institution and how those interested have been managed, reduced, or eliminated to protect the research from bias; and

(iv) the Institution will otherwise comply with the regulations.

16. Institutional Management of Conflicting Interests

a. The designated official(s) must: (i) review all financial disclosures; and (ii) determine whether conflict of interest exists, and if so, determine what actions should be taken by the Institution to manage, reduce or eliminate such conflict of interest. A conflict of interest exists when the designated official(s) reasonably determines that a Significant Financial Interest could directly and significantly affect the design, conduct, or reporting of the NIH-funded research.

Examples of conditions or restrictions that might be imposed to manage actual or potential conflicts of interests include, but are not limited to:

- i. public disclosure of significant financial interests;
- ii. monitoring of research by independent reviewers;
- iii. modification of the research plan;
- iv. disqualification of the Investigator(s) from participation in all or a portion of the research funded by the awarding component;
- v. divestiture of significant financial interests; or
- vi. severance of relationships that create actual or potential conflicts of interests.

b. An Institution may require the management of other conflicting financial interests in addition to those described in paragraph (a) of this section, as the Institution deems appropriate.

17. ROTC Access and Federal Military Recruiting on Campus

Section 514 of the FY 1997 Appropriations Act prohibits NIH from providing contract funds to educational institutions that the Secretary of Defense determines have a policy or practice (regardless of when implemented) that either prohibits, or in effect prevents (1) the maintaining, establishing, or operation of a unit of the Senior Reserve Officer Training Corps at the covered education entity; or (2) a student at the covered educational entity from enrolling in a unit of the Senior Reserve Officer Training Corps at another institution of higher education.

Further, contract funds may not be provided to educational institutions that have a policy or practice that prohibits or prevents (i) entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of Federal military recruiting; or (ii) access by military recruiters for purposes of Federal military recruiting to information pertaining to students (who are 17 years of age or older) enrolled at the covered educational entity.

18. Solicitation Provisions Incorporated by Reference, FAR 52.252-1 (February 1998)

This Solicitation incorporates the following solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1):

- a. Submission of Offers in the English Language, FAR Clause 52.214-34, (April 1991).
- b. Submission of Offers in U.S. Currency, FAR Clause 52.214-35, (April 1991).
- c. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data, 52.215-20 (October 1997)
- d. Order of Precedence, 52.215-33 (October 1997)
- e. Preaward On-Site Equal Opportunity Compliance Review (over \$10,000,000), 52.222-24 (Feb 1999)

19. Small Disadvantaged Business Participation Plan

In accordance with FAR part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.1202). If an SDB concern waives the price evaluation adjustment (PEA) at Subpart 19.11, participation in performance of that contract includes the work expected to be performed by the SDB concern at the prime contract level.

Offerors shall submit the following information in one clearly marked section of their business proposal.

a. A plan on the extent of participation of Small Disadvantaged Business concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in SDB participation plans:

1. The extent of an offerors commitment to use SDB concerns. Commitment should be as specific as possible, i.e. are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
2. Specifically identify the SDB concerns with point of contact and phone number.
3. The complexity and variety of the work SDB concerns are to perform.
4. Realism for the use of SDB in the proposal.
5. Past performance of the Offerors in complying with subcontracting plans for SDB concerns
6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
7. The extent of participation of SDB concerns in terms of the value of the total acquisition.

b. SDB Participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

20. HUBZone Small Business Concerns

Small Business offerors located in underutilized business zones, called HUBZones," will be evaluated in accordance with FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS, which is incorporated by reference in this solicitation. Qualified HUBZone firms are identified in the Small Business Administration website at <http://www.sba.gov/hubzone>

M. TECHNICAL PROPOSAL INSTRUCTIONS

Introduction

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. Your technical proposal should be in as much detail as you consider necessary to fully explain your proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken, and must include information on how the project is to be organized, staffed, and managed.

The Technical Proposal should be organized and presented as stated below:

(a) Statement of Work

(1) Objectives

State the overall objectives and the specific accomplishments you hope to achieve. Indicate the rationale for your plan, and relation to comparable work in progress elsewhere. Review pertinent work already published which is relevant to this project and your proposed approach. This should support the scope of the project, as you perceive it.

(2) Approach

Use as many subparagraphs, appropriately titled, as needed to clearly outline the general plan of work. Discuss phasing of research and, if appropriate, include experimental design and possible or probable outcome of approaches proposed.

(3) Methods

Describe in detail the methodologies you will use for the project, indicating your level of experience with each, areas of anticipated difficulties, and any unusual expenses you anticipate.

(4) Schedule

Provide a schedule for completion of the work and delivery of items specified in the Statement of Work. Performance or delivery schedules shall be indicated for phases or

segments, as applicable, as well as for the overall program. Schedules shall be shown in terms of calendar months from the date of authorization to proceed or, where applicable, from the date of a stated event, as for example, receipt of a required approval by the CO. Unless the RFP indicates that the stipulated schedules are mandatory, they shall be treated as desired or recommended schedules. In this event, proposals based upon the offeror's best alternative schedule, involving no overtime, extra shift or other premium, will be accepted for consideration.

(b) Personnel

Describe the experience and qualifications of personnel who will be assigned for direct work on this program. Information is required which will show the composition of the task or work group, its general qualifications, and recent experience with similar equipment or programs. Special mention shall be made of direct technical supervisors and key technical personnel, and the approximate percentage of the total time each will be available for this program.

OFFERORS SHOULD ASSURE THAT THE PRINCIPAL INVESTIGATOR, AND ALL OTHER PERSONNEL PROPOSED, SHALL NOT BE COMMITTED ON FEDERAL GRANTS AND CONTRACTS FOR MORE THAN A TOTAL OF 100% OF THEIR TIME. IF THE SITUATION ARISES WHERE IT IS DETERMINED THAT A PROPOSED EMPLOYEE IS COMMITTED FOR MORE THAN 100% OF HIS OR HER TIME, THE GOVERNMENT WILL REQUIRE ACTION ON THE PART OF THE OFFEROR TO CORRECT THE TIME COMMITMENT.

i. Principal Investigator/Project Director

List the name of the Principal Investigator/Project Director responsible for overall implementation of the contract and key contact for technical aspects of the project. Even though there may be co-investigators, identify the Principal Investigator/Project Director who will be responsible for the overall implementation of any awarded contract. Discuss the qualifications, experience, and accomplishments of the Principal Investigator/Project Director. State the estimated time to be spent on the project, his/her proposed duties, and the areas or phases for which he/she will be responsible. If the Principal Investigator proposed for this RFP is committed in excess of 100% of his/her time the proposal must include appropriate explanations.

ii. Other Investigators

List all other investigators/professional personnel who will be participating in the project. Discuss the qualifications, experience, and accomplishments. State the estimated time each will spend on the project, proposed duties on the project, and the areas or phases for which each will be responsible.

iii. Additional Personnel

List names, titles, and proposed duties of additional personnel, if any, who will be required for full-time employment, or on a subcontract or consultant basis. The technical areas, character, and extent of subcontract or consultant activity will be indicated and the anticipated sources will be specified and qualified. For all proposed personnel who are not currently members of the offeror's staff, a letter of commitment or other evidence of availability is required. A resume does not meet this requirement. Commitment letters for use of consultants and other personnel to be hired must include:

- The specific items or expertise they will provide.
- Their availability to the project and the amount of time anticipated.
- Willingness to act as a consultant.
- How rights to publications and patents will be handled.

iv. Resumes

Resumes of all key personnel are required. Each must indicate educational background, recent experience, specific or technical accomplishments, and a listing of relevant publications. Resumes must not exceed two pages.

c. Facilities and Resources

List/describe all facilities and resources available for this project, including any equipment.

d. Other Considerations

Record and discuss specific factors not included elsewhere which support your proposal. Using specifically titled subparagraphs, items may include:

- i. Any agreements and/or arrangements with subcontractor(s). Provide as much detail as necessary to explain how the statement of work will be accomplished within this working relationship.
- ii. Unique arrangements, which none or very few organizations are likely to have which is advantageous for effective implementation of this project.
- iii. Equipment and unusual operating procedures established to protect personnel from hazards associated with this project.
- iv. Other factors you feel are important and support your proposed research.
- v. Recommendations for changing reporting requirements or other deliverables if such changes would be more compatible with the offeror's proposed schedules.

e. Summary of Related Activities

The offeror shall complete and include with the technical proposal the "Summary of Current and Proposed Activities" form found in [FORMS, FORMATS, AND ATTACHMENTS](#). Include this form (or similar formatted document) with the Other Support portion of your technical proposal.

f. Technical Proposal Cost Information

Complete and include with your Technical Proposal the "Technical Proposal Cost Information" format contained in [FORMS, FORMATS, AND ATTACHMENTS](#).

g. Technical Evaluation

Proposals will be technically evaluated in accordance with the factors, weights, and order of relative importance as set forth in the Technical Evaluation Criteria of each specific Streamlined Technical RFP.

h. Additional Technical Proposal Information

- i. Proposals which merely offer to conduct a program in accordance with the requirements of the Government's scope of work will not be eligible for award. The offeror must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the projects objectives.
- ii. The technical evaluation is conducted in accordance with the weighted technical evaluation criteria by an initial review panel. This evaluation produces a numerical score (points) which is based upon information contained in the offeror's proposal only.

N. BUSINESS PROPOSAL INSTRUCTIONS

1. Basic Cost/Price Information

The business proposal must contain sufficient information to allow the Government to perform a basic analysis of the proposed cost or price of the work. This information shall include the amounts of the basic elements of the proposed cost or price. These elements will include, as applicable, direct labor, fringe benefits, travel, materials, subcontracts, purchased parts, shipping, indirect costs and rate, fee, and profit.

2. Cost and Pricing Data

a. General Instructions

(1) You must provide the following information on the first page of your pricing proposal:

- (i) Solicitation, contract, and/or modification number;
- (ii) Name and address of offeror;
- (iii) Name and telephone number of point of contact;

- (iv) Name of contract administration office (if available);
- (v) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (vi) Proposed cost; profit or fee; and total;
- (vii) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (viii) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (ix) The following statement: This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price;
- (x) Date of submission; and
- (xi) Name, title and signature of authorized representative.

(2) In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

(3) As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.401). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including--

- (i) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
- (ii) The nature and amount of any contingencies included in the proposed price.

(4) You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

- (5) When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- (6) Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- (7) If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- (8) As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

b. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

1. Direct Labor.

Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish basis for estimates.

2. Fringe Benefits.

Show fringe benefits as a separate line item. Include the rate(s) and/or method of calculating fringe benefits. Provide a copy of your fringe benefit rate or organizational guidelines.

3. Materials and services.

Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph (2), below. These requirements also apply to all subcontractors if required to submit cost or pricing data.

- (a) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable

competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(b) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 (\$500,000) and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

4. Indirect Costs.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Where a rate agreement exists, provide a copy.

5. Special Equipment.

If direct charge, list any equipment proposed including description, price, quantity, total price, purchase of lease, and the basis for pricing.

6. Travel.

Provide the cost of travel including destination, duration, purpose, per diem, transportation, and the basis for pricing.

7. Other Costs.

List all other costs not otherwise included in the categories described above (e.g., computer services, consultant services) and provide basis for pricing.

8. Royalties.

If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (i) Name and address of licensor.
- (ii) Date of license agreement.
- (iii) Patent numbers.
- (iv) Patent application serial numbers, or other basis on which the royalty is payable.
- (v) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (vi) Percentage or dollar rate of royalty per unit.
- (vii) Unit price of contract item.
- (viii) Number of units.
- (ix) Total dollar amount of royalties.
- (x) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

9. Facilities Capital Cost of Money (Commercial Organizations, only).

When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

c. Formats for Submission of Line Item Summaries.

The detailed breakdown shall be in a format similar to that shown on the "Business Proposal Cost Information" form found under the **"FORMS, FORMATS, AND ATTACHMENTS"** section of the NIH RFP Directory. For each separate cost estimate, the offeror must furnish a breakdown by cost element as indicated above. In addition, summary total amounts shall be furnished. In the event the RFP cites specific line items, by number, a cost breakdown for each line item must be furnished.

Further, in an effort to assist the cost proposal review process, Offerors who have prepared their business proposal using the following software spreadsheet programs are requested to provide a copy of the cost proposal spreadsheet(s) on a computer disk (high density) along with the submission of your paper copies of the business proposal. IBM PC compatible software programs are: Excel; Lotus 1-2-3; and Quattro Pro.

d. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your

possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

e. By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

[Note to Offeror: For RFPs which are using "JUST IN TIME" procedures, the data substantiating the costs or prices proposed (i.e., payroll documentation, vendor quotes, invoice price, etc.) shall not be submitted with the initial proposal. This information will be requested from the offeror during the negotiation process. The initial proposal need only indicate from what source the proposed costs and prices are substantiated.]

3. Qualifications of the Offeror

You are required to submit a summary of your General Experience, Organizational Experience Related to this RFP, Performance History, and Pertinent Contracts and Grants.

a. General Experience

General experience is defined as general background, experience and qualifications of the offeror. A discussion of proposed facilities, which can be devoted to the project, may be appropriate.

b. Organizational Experience Related to the RFP

Organizational experience is defined as the accomplishment of work, either past or on-going, which is comparable or related to the effort required by this RFP. This includes overall offeror or corporate experience, but not the experience and/or past performance of individuals who are proposed as personnel involved with the Statement of Work in this RFP (the evaluation of proposed personnel will be done through the applicable technical evaluation criterion).

c. Performance History

Performance history is defined as meeting contract objectives within delivery and cost schedules on efforts, either past or on-going, which are comparable or related to the effort required by this RFP.

d. Pertinent Contracts

Pertinent contracts are defined as a listing of each related contract completed within the last three years or currently in process. List contracts awarded by the Government that involved similar or related work to that called for in this RFP. Include the contract number, contracting agency, contract dollar value, dates contract began and ended (or ends), description of contract work, explanation of relevance of work to this RFP, names and telephone numbers of the Contract Specialist and the Health Science Administrator.

e. Pertinent Grants

Pertinent grants are defined as a listing of each related grant completed within the last three years or currently in process. List grants supported by the Government that involved similar or related work to that called for in this RFP. Include the grant number, involved agency, names and telephone numbers of the Grant Specialist and the Health Science Administrator, identification of the work, and when performed.

You are cautioned that omission of the above information or an inadequate or inaccurate response to this very important RFP requirement could have a negative effect on the overall selection process. Experience and past performance are relevant to the ability of the offerors to perform and, while not a specific, weighted evaluation factor they are inherent in one or more technical evaluation criterion. Also, they may be used to conduct a relative assessment of offerors during the source selection process if the Evaluation Factors for Award in the specific RFP so indicates.

4. Property, Equipment, Facilities

a. It is DHHS policy that Contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the Contracting Officer. If the offeror is proposing that the Government provide any equipment, other than that specified under Government Furnished Property in the RFP, the proposal must include comprehensive justification which includes, in addition to the description and estimated cost of each item:

- (i) An explanation that the item is for a special use essential to the direct performance of the contract and the item will be used exclusively for the purpose. Office equipment such as desks, office machines, etc., will not be provided under a contract except under very exceptional circumstances.
- (ii) No practical or economical alternative exists (e.g., rental, capital investment) that can be used to perform the work.

b. The offeror shall identify Government-owned property in its possession and/or Contractor titled property acquired from Federal funds, which it proposes to use in the performance of the prospective contract.

c. If an offeror intends to use existing Government-owned facilities in the performance of this proposed contract, the following shall be furnished with the offer: (1) Description and value of all Government production and research property which the offeror or his/her anticipated subcontractors propose to use on a rent-free basis and the cognizant Government Contract Number; (2) Written permission of the Contracting Officer having cognizance of the property for use of that property without charges; (3) Amount of use (in months) to be made of such property, and (4) Amount of rent which would otherwise be charged for such use, computed in accordance with applicable procurement regulations.

d. The management and control of any Government property shall be in accordance with DHHS Publication (OS) 686 entitled, "Contractor's Guide for Control of Government Property (1990)," a copy of which will be provided upon request.

5. Royalties

The offeror shall furnish information concerning royalties, which are anticipated to be paid in connection with performance of work under the proposed contract.

6. Submission of Electronic Funds Transfer Information with Offer, FAR Clause 52.232-38 (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number). (2) The offeror's name and remittance address, as stated in the offer. (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information. (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent. (5) The offeror's account number and the type of account (checking, savings, or lockbox). (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent. (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

7. Financial Capacity

The offeror shall indicate if it has the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source.

8. Incremental Funding --(Note: This is applicable if the RFP has stated that the contract resulting from this solicitation will be incrementally funded.)

An incrementally funded cost-reimbursement contract is a contract in which the total work effort is to be performed over a multiple year period and funds are allotted, as they become available, to cover discernible phases or increments of performance. The incremental funding technique allows for contracts to be awarded for periods in excess of one year even though the total estimated amount of funds expected to be obligated for the contract are not available at the time of the contract award. If this requirement is specified elsewhere in this RFP, the offeror shall submit a cost proposal for each year. In addition, the following provisions are applicable:

Sufficient funds are not presently available to cover the total cost of the complete multiple year project described in this solicitation. However, it is the Government's intention to negotiate and award a contract using the incremental funding concepts described in the clause entitled "Limitation of Funds." Under that clause, which will be included in the resultant contract, initial funds will be obligated under the contract to cover an initial period of performance. Additional funds are intended to be allotted from time to time to the contract, by contract modification, up to and including the full estimated cost of the contract, to accomplish the entire project. While it is the Government's intention to progressively fund this contract over the entire period of performance up to and including the full estimated cost, the Government will not be obligated to reimburse the Contractor for costs incurred in excess of the periodic allotments, nor will the Contractor be obligated to perform in excess of the amount allotted.

9. Subcontractors

If subcontractors are proposed, please include a commitment letter from the subcontractor detailing:

- a. Willingness to perform as a subcontractor for specific duties (list duties).
- b. What priority the work will be given and how it will relate to other work.
- c. The amount of time and facilities available to this project.
- d. Information on their cognizant field audit offices.
- e. How rights to publications and patents are to be handled.
- f. A complete cost proposal in the same format as the offeror's cost proposal.

10. Representations and Certifications

One copy of the Representations and Certifications shall be completed and be signed by an official authorized to bind your organization. Additionally, a completed copy of the Representations and Certifications shall be submitted from any proposed subcontractor (see Attachment 5).

11. Travel Policy and Annual Report

The Proposer's Travel Policy and Annual Report are two items that will be requested of offerors in the competitive range, offerors who submit FPRs, or offerors who will receive an award (i.e., "Just in Time"), rather than of all offerors with their initial business proposals. (Note: In cases where the RFPs specifically state that awards may be made without discussions, offerors must submit these documents with their initial business proposal.)

NOTE: If additional "Just in Time" items are selected from the Optional Instructions and Provisions, then the RFP will so indicate.

PROPOSAL INTENT RESPONSE SHEET - PROPOSAL INTENT**RFP NIMH-00-IR-0003**

PLEASE REVIEW THE ATTACHED RFP. FURNISH THE INFORMATION REQUESTED BELOW AND RETURN THIS PAGE ON OR BEFORE MAY 6, 2000. YOUR EXPRESSION OF INTENT IS NOT BINDING BUT WILL GREATLY ASSIST US IN PLANNING FOR PROPOSAL EVALUATION. CHECK ONLY ONE BOX.

☐ DO INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING:

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

TYPED NAME AND TITLE: _____

INSTITUTION: _____

SIGNATURE: _____

TELEPHONE NO.: _____

EMAIL ADDRESS: _____

FAX NO. _____

DATE: _____

COLLABORATORS/CONSULTANTS - Provide name(s) and institution(s): (Continue list on additional pages if necessary)

RETURN TO: National Institute of Mental Health
 Contracts Management Branch
 Attn: Bruce E. Anderson
 Neuroscience Center Bldg., Rm. 6107
 6001 Executive Blvd. (MSC 9603)
 Bethesda, MD 20892-9603
 FAX (301) 443-0501
ba9i@nih.gov

ATTACHMENT 5

RFP No. NIMH-00-IR-0003

III. APPLICABLE RFP REFERENCES**A. Section G. and Section H. Contract clauses**

This section identifies certain clauses, linked in full text below, which are applicable and may be included in Sections G. and H. of any resultant contract.

Section G – Contract Administration Data

1. [Key Personnel](#)
2. [Government Project Officer](#)
3. [Invoice Submission/Contract Financing Request and Contract Financial Report](#)
4. **Government Property**
5. [Post Award Evaluation of Past performance](#)

Section H – Special Contract Requirements

1. [Human Material](#)
2. [Continued Ban on Funding of Human Embryo Research](#)
3. [Needle Exchange](#)
4. [Option Provision](#)
5. [Subcontracting Provisions](#)
6. [Confidentiality Of Information](#)
7. [Publications and Publicity](#)
8. [Press Releases](#)
9. [Reporting Matters Involving Fraud, Waste and Abuse](#)
10. [Anti -Lobbying](#)

B. General Clauses and Provisions

The following general clauses and provisions are applicable to this specific RFP and are located on-line at the URL <http://amb.nci.nih.gov/Clauses/Clauses.html>

Any resultant contract will include clauses applicable to your particular type of institution (e.g. educational, for-profit etc.)

C. Forms, Formats And Attachments

The following items are applicable to this specific RFP and are located on-line at URL <http://www4.od.nih.gov/ocm/contracts/rfps/forms1.htm> under the heading

Forms, Formats And Attachments.

SUBMIT WITH TECHNICAL PROPOSAL (with original and every copy of technical proposal)

1. [Technical Proposal Cover Sheet](#)
2. [Summary of Current and Proposed Activities](#)
3. [Technical Proposal Cost Information](#)

SUBMIT WITH BUSINESS PROPOSAL:

1. [Proposal Summary and Data record, NIH-2043](#), with every copy of business proposal.
2. [Business Proposal Cost Information](#)
3. [Disclosure of Lobbying Activities, OMB SF-LLL](#), only one completed and signed original.
4. [Representations and Certifications](#)

OTHER - TO BE SUBMITTED LATER:

1. [Certificate of Current Cost or Pricing Data, NIH-1397](#), to be submitted with FPR, if required by the CO.
2. [Small Business Subcontracting Plan](#), to be submitted as directed by the CO.

ANTICIPATED TO BE INCLUDED AS CONTRACT ATTACHMENTS:

1. [Invoice/Financing Requests Instructions for NIH Cost-Reimbursement Type Contracts, NIH\(RC\)-1](#)
2. [NIH 2706, Financial Report of Individual Project/Contract](#), the form with instructions
3. [Procurement of Certain Equipment, NIH\(RC\)-7](#)